

0-256A091

Date _____
Fee \$ 10.00

SEP 12 1980

CC Washington, D. C.

ITEL

RECORDATION NO. 11934-A Filed 1425

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

September 10, 1980 **SEP 12 1980 12 30 PM**

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Amendment No. 1 made as of June 17, 1980 to the
Lease Agreement made as of June 17, 1980 between
Itel Corporation, Rail Division and Grand Trunk
Western Railroad Company

Dear Ms. Mergenovich:

Pursuant to 29 U.S.C. Section 11303(a) and the Interstate
Commerce Commission's rules and regulations thereunder,
I enclose herewith, on behalf of Itel Corporation, Rail
Division, for filing and recordation, as an additional filing
under Recordation No. 11934, which was recorded on June 26,
1980 at 12:30 P.M., one (1) original and three (3) counter-
parts of the following document:

Amendment No. 1 made as of June 17, 1980 to that
Lease Agreement made as of June 17, 1980 between
Itel Corporation, Rail Division and Grand Trunk
Western Railroad Company

The names and addresses of the parties to the aforemen-
tioned document are:

- (1) Itel Corporation, Rail Division
Two Embarcadero Center
San Francisco, California 94111
- (2) Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, Michigan 48226

The equipment covered by Amendment No. 1 is two hundred
(200) gondolas (AAR mechanical designation GB; 52'6" in
length), marked GTW 148000 through and including GTW 148199.

Enclosed also is a check for \$10.00 for the required
recordation fee.

RECEIVED
SEP 12 12 21 PM '80
FEE OPERATING
I.C.C. BR.

*Ms. Lee
pl do not
know what
the next letter
may be. A*

Charles E. D...

Ms. A. Mergenovich
Page Two
September 10, 1980

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

LJ/jsf
Enclosures 4

Interstate Commerce Commission
Washington, D.C. 20423

9/12/80

OFFICE OF THE SECRETARY

Patricia Salas Pineda
Itel Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/12/80** at **12:30pm**, and assigned re-recording number(s). **11934-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0046A
8/19/80

RECORDATION NO. 11934-A Filed 1425

AMENDMENT NO. 1

SEP 12 1980 - 30 PM

INTERSTATE COMMERCE COMMISSION

The parties hereby agree to this Amendment No. 1 (this "Amendment") dated as of June 17, 1980 to that certain Lease Agreement (the "Lease") made as of June 17, 1980 between GRAND TRUNK WESTERN RAILROAD COMPANY ("Lessee") and ITEL CORPORATION, RAIL DIVISION ("Itel Rail").

The parties hereto hereby amend the Lease as follows:

The term "Initial Loading" in Section 3A shall be redefined as the earlier of (i) the first loading of freight on each Car on the railroad line of Lessee or the Detroit, Toledo & Ironton Railroad Company, or (ii) the thirty-first (31st) day after acceptance of delivery of each Car at the manufacturer's facility by Itel Rail.

Section 6Aii of the Lease is amended by adding the following:

, plus those amounts not earned should any Cars eligible for incentive per diem under Ex Parte 252 be placed or caused to be placed in service on another railroad line by Lessee or the Detroit, Toledo & Ironton Railroad Company such that incentive per diem is not earned (such as when Cars are sent to Mexico).

Section 6B(i) is amended by adding the following on the third line after the words "collected in such month":

(plus those additional amounts defined as Payments in Section 6Aii ^{even though} ~~whether or~~ not received by Lessee). p45 c

Section 6C of the Lease is amended by adding the following on the fifth line after the words "Initial Loading."

except those amounts earned by the Cars on the railroad line of the Detroit, Toledo & Ironton Railroad Company

The Lease shall remain in full force and effect except as amended in accordance with the above.

ITEL CORPORATION,
RAIL DIVISION

By: Carl M. Layl

Title: PRESIDENT

Date: September 8, 1980

GRAND TRUNK WESTERN
RAILROAD COMPANY

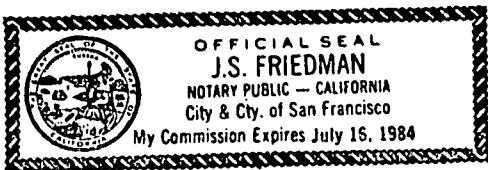
By: [Signature]

Title: Vice President - Finance

Date: Aug. 22, 1980

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 8th day of September, 1980, before me personally appeared
Carl N. Taylor, to me personally known, who being
by me duly sworn says that such person is President of Itel Corporation,
Rail Division, that the foregoing Amendment No. 1 was signed on behalf of said
corporation by authority of its board of directors, and such person acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.



J.S. Friedman
Notary Public

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) ss:

On this 22nd day of AUGUST, 1980, before me personally appeared
PAUL E. TATRO, to me personally known, who being
by me duly sworn says that such person is VICE PRESIDENT FINANCE of Grand
Trunk Western Railroad Company, that the foregoing Amendment No. 1 was signed on
behalf of said corporation by authority of its board of directors, and such person
acknowledged that the execution of the foregoing instrument was the free act and
deed of said corporation.

Walter B. Hupalinsky
Notary Public
WALTER B. HUPALINSKY
Notary Public, Wayne County, Michigan
My Commission Expires Feb. 1, 1981